

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

| | | |
|--------------------------------------|---|---|
| SAMUEL MITCHELL | : | |
| 6174 Buckeye Pkwy | : | Case No. |
| Grove City, OH 43123 | : | |
| | : | Judge |
| | : | |
| v. | : | |
| | : | |
| MOZ Corp Logistics (MOZ Corp) | : | <u>Jury Demand Endorsed Hereon</u> |
| c/o Registered Agent: | : | |
| Larry Trimmer | : | |
| 3030 Wessex Court | : | |
| Columbus, OH 43232 | : | |
| | : | |
| Defendant. | : | |

COMPLAINT

NOW COMES Plaintiff Samuel Mitchell (“Plaintiff”) and proffers this Complaint for damages against Defendant MOZ Corp Logistics (MOZ Corp) (“Defendant”).

JURISDICTION AND VENUE

1. This action is brought as a breach of contract matter.
2. Jurisdiction is proper under 28 U.S. Code § 1332 because Plaintiff and Defendant do not reside in the same state and the amount in controversy exceeds \$75,000.
3. Venue is proper in this Court because Plaintiff’s claims arise under the laws of the State of Ohio; Defendant MOZ Corp Logistics (MOZ Corp) conducts substantial business in Franklin County Ohio; Defendant conducted activities giving rise to Plaintiff’s claims in Franklin County Ohio; and Franklin County Ohio is the county in which all or part of the claims for relief arose.

THE PARTIES

4. Plaintiff Samuel Mitchell is an individual, a United States citizen, and a resident of Ohio.

5. Defendant Moz Corp is a foreign Corporation incorporated in Georgia with its principal place of business located in Atlanta, Georgia.

FACTUAL BACKGROUND

Services Agreement

6. Until about January 2022, Plaintiff owned FedEx trucking routes.

7. In or around January 2022, Plaintiff sold Defendant his FedEx trucking routes for a lump sum payment and terms set forth in the Services Agreement (“Agreement”) (attached hereto as Exhibit A) entered into by Plaintiff and Defendant.

8. Pursuant to the Agreement, Defendant is obligated to compensate Plaintiff \$15,000 per month over a period of 42 months.

9. However, Defendant has failed to comply with its obligation to compensate Plaintiff pursuant to terms under the Agreement.

10. Defendant has missed several payments and still owes Plaintiff more than \$600,000.

11. On or about June 21, 2022 and informed Plaintiff it will not make any more payments to Plaintiff, in violation of the Agreement.

12. As a result of Defendant’s above actions, Defendant has breached the Agreement with Plaintiff.

FIRST CAUSE OF ACTION

Breach of Contract

13. All of the preceding paragraphs are realleged as if fully rewritten herein.

14. Plaintiff’s Agreement represent a contract and/or agreements with Defendant.

15. The Agreement required Defendant to compensate Plaintiff in accordance with Sections (2) and (3) and exhibits to the Agreement.

16. Plaintiff successfully performed his obligations under the Agreements.

17. Defendant breached the Agreement by failing to pay Plaintiff in accordance with the Agreement.

18. Defendant lacked any justification to withhold payments to Plaintiff or to terminate the Agreement.

19. Defendant entered into the Agreement in bad faith and knew it would not adhere to the terms of the Agreement.

20. As a direct and proximate result of Defendant's breaches, Plaintiff has suffered damage, in addition to incurring costs and attorneys' fees.

WHEREFORE, Plaintiff demands as follows:

A. First Cause of Action: that Defendant be ordered to comply with the terms of the Agreement and that Plaintiff be entitled to amounts owed under the Agreement in an amount to be determined at trial, but in any event not less than \$75,000.00, prejudgment and postjudgment interest, reasonable attorneys' fees and costs, punitive damages, and any and all other relief which the Court deems just and appropriate.

Respectfully submitted,

/s/ Greg R. Mansell
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JURY DEMAND

Plaintiff hereby requests a jury of at least eight (8) persons.

/s/Greg R. Mansell
Greg R. Mansell (0085197)